

**MEMBERSHIP SURRENDER & INDEMNIFICATION AGREEMENT**

This Surrender and Indemnification Agreement ("Agreement") is voluntarily and knowingly entered into by Harvey Family Chiropractic, Physical Therapy & Acupuncture, PLLC ("Company") and Paul S. Wong ("Member"), effective 8/19, 2012.

**WHEREAS**, the Company authorized one thousand (1,000) membership units, of which ten (10) were issued to Member; and

**WHEREAS**, the Company and Member has determined that it would be beneficial to all parties whereby Member would surrender Member's ten (10) membership units;

**WHEREAS**, Member will surrender Member's membership units in the Company; and

**WHEREAS**, as an inducement to Member's surrender, the Company is willing to cause to indemnify and hold Member harmless for any and all actions and omissions of Company from the time of the Company's inception on April 19, 2011 through and including the date of execution of this Agreement.

**NOW THEREFORE**, based on the representations and acknowledgements herein including these preambles and the below specified surrender and indemnification Member will surrender Member's membership units to Company.

Member agrees to surrender to Company for one dollar (\$1) and other good and valuable consideration which is outlined below any and all interest, legal or factual, in and to the above described ten (10) membership units.

Company agrees to indemnify, defend and hold harmless Member from and against all third party demands, claims, actions, suits, losses, damages, judgments, costs and expenses which may have been given rise from the time of the Company's inception on April 19, 2011, through and including the date of execution of this Agreement (collectively, "Damages") arising out of the acts or omissions of Company.

Nothing contained in this Agreement shall be construed as, or constitute, an admission by any of the Parties as to any claim or defense, and each of the Parties denies that it has any liability to the other. This Agreement, including the Recitals, constitutes the entire agreement of the Parties with regard to the subject matter of settlement and supersedes all prior written or oral understandings or agreements. There are no promises, agreements, conditions, undertakings, warranties or representations, whether written or oral, express or implied, between the Parties other than as set forth expressly herein

This Agreement shall be interpreted neutrally as to the drafter, governed by New York law and any dispute venued in New York.

COMPANY:

  
By: Richard G. Harvey, D.C.

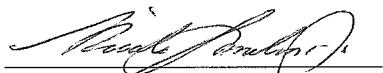
  
Paul S. Wong.

Parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Severability. If any portion or portions of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the Parties hereto.

Assignment. The Purchaser may assign this contract only to a professional corporation or a professional limited liability company in which he is the principal owner.

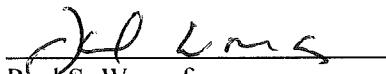
IN WITNESS WHEREOF, the Parties hereto have set their hands as of the date first written above.



Ricardo S. Sanahon, Jr.  
for Purchaser Harvey Family  
Chiropractic, Physical Therapy  
& Acupuncture, PLLC



Richard G. Harvey  
Seller



Paul S. Wong for  
Purchaser Harvey Family  
Chiropractic, Physical Therapy  
& Acupuncture, PLLC